

EXHIBIT 1

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COVENANT NOT TO SUE

This Covenant Not to Sue ("Covenant") is made by LHF Productions, Inc., a Nevada corporation ("LHF"), and is effective as of August 6, 2018 ("Effective Date").

RECITALS

WHEREAS, on August 26, 2016, LHF commenced civil action number 2:16-cv-02028 against Doe defendants in the United States District Court for the District of Nevada (the "Complaint") asserting claims of direct, contributory, and vicarious copyright infringement in violation of Title 17 of the United States Code in connection with the unlawful copying, downloading, uploading, and distribution of LHF's copyrighted work, the movie, "London Has Fallen" via a BitTorrent internet protocol;

WHEREAS, LHF represents and warrants that it owns federal and common law copyrights in the movie "London Has Fallen," including United States Copyright Office Copyright Registration Number Pau 3-789-521, registered on October 7, 2014, collectively hereinafter referred to as the "LHF Work";

WHEREAS, on November 22, 2016, LHF, having been granted leave to engage in discovery to identify the IP addresses of the Doe defendants alleged to have unlawfully downloaded the LHF Work, amended its complaint to add Defendant Brian Kabala ("Kabala") in the stead of one of the Doe Defendants;

WHEREAS, on March 13, 2017, Kabala answered and filed a counterclaim for a declaration of non-infringement of the LHF Work;

WHEREAS, Kabala represented that he not and will not ever download, upload, copy, or distribute the LHF Work via BitTorrent;

WHEREAS, the actions complained of in the Complaint against Kabala do not rise to a level sufficient to warrant the substantial time and expense of continued litigation, and LHF desires to conserve resources related to its enforcement of the LHF Work, on July 18, 2017, LHF moved for the dismissal of all its claims against Kabala, which motion was granted on July 26, 2017;

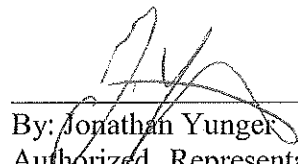
WHEREAS, LHF has no desire or intention of ever again bringing an action against Kabala for the same claims alleged in the Complaint;

NOW THEREFORE, LHF covenants as follows:

COVENANT

LHF for and on behalf of itself, its parents, subsidiaries, divisions, related companies, affiliated companies, assigns, and/or other related business entities, as well as any of their predecessors, successors, directors, officers, employees, agents, attorneys, representatives, and

employees of such entities, hereby unconditionally and irrevocably covenants to refrain from making any claim(s) or demand(s) or from commencing, causing or permitting to be prosecuted any action in law or equity against Kabala on account of any possible cause of action arising from any allegation or claim asserted in the Complaint (including, without limitation, claims for direct, contributory, or vicarious copyright infringement under the laws of the United States that LHF has or may have, or that may arise against Kabala for any use of the BitTorrent protocol in connection with any effort to download, prior to the Effective Date, the LHF Work or a part of it).



By: Jonathan Yunger
Authorized Representative for LHF Productions,
Inc.